CRUICKSHANK PRYDE
TERMS OF ENGAGEMENT

1. These Terms of Engagement apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

2. Our firm is committed to serving you professionally and ethically. We undertake to:
   - protect your privacy and confidentiality;
   - pursue your work conscientiously. In turn we will need your full and timely co-operation;
   - communicate with you and keep you informed about the status of your work;
   - give you clear information and advice; and
   - ensure that your work is handled by the best available person.

Solicitors

3. A partner or solicitor of the firm will have the primary responsibility for your matter, but may utilise other members of their team in the best exercise of their professional judgement.

Professional Fees

4. Our firm's hourly rate varies from the partner or staff member dealing with your file. Our partners' hourly rates range from $500 to $550.00 (GST exclusive), Associates, Solicitors, Legal Executives and Law Clerks hourly rates range from $200.00 to $380.00 (GST exclusive).

5. Generally, our fees are based on the time taken to complete the work and any other relevant factors specified by the Rules of Conduct and Client Care for Lawyers, which include urgency, the degree of specialised knowledge required, the degree of risk assumed by us in undertaking the services including the value of any property involved, the complexity of the matter, the importance of the matter and the results achieved.

Our Estimate of Costs

6. If you ask and if it is practicable, we will give you an estimate of the cost of the work. The estimate is not a quotation. Any estimate is based on our assessment of the work likely to be required to carry out your instructions, and on the information available to us at the time of the estimate.

Office Expenses

7. We make a charge to cover office expenses (such as photocopying, printing, postage, emails, computer usage, phone calls, faxing and file storage). This charge is calculated as follows:

Fee	Office Expenses
$0 to $2,000	$96.50; or
$2,000 to $5,000	5% of fee charged; or
$5,000+	$250.00

8. Fees, hourly rates, office expenses and disbursements may change from time to time without notice.

Disbursements

9. Disbursements may include expenses such as LIM report fees, couriers, court filing fees, searches and registrations, travel costs, agent fees. You are responsible for reimbursing our firm for disbursements. Firm policy requires us to obtain from you funds in advance for most disbursements.

Retainer Fee

10. Before commencing work on your behalf we may require a retainer fee from you or an automatic payment plan.

Legal Aid

11. We are registered to provide legal aid services for Family matters.

12. If you wish to apply for a grant of legal aid you must advise us immediately and we will provide you with the necessary application form to fill out.

13. We will not progress work on your file until your application for legal aid has been considered and granted. If you instruct us to continue in the meantime and aid is declined or a solicitor outside of this firm is assigned the grant of legal aid you will be required to meet our account at private rates.

Accounts

14. Our accounts are due for payment within fourteen (14) days of the date on our invoice unless prior arrangements are made with us. Payments made by credit card will incur an additional 3% fee.

15. You authorise us to deduct our fees and other expenses from funds held in our trust account on your behalf on provision of an invoice to you, unless those funds are held for a particular purpose.

16. Interim fees may be rendered and a final account forwarded on completion of the instructions.

17. If any account remains outstanding after 30 days and no suitable arrangements are made with us in respect to payment of the outstanding debt, then the account will be lodged with the Equifax Credit Company.

18. Any debt lodged with the Equifax Credit Company will incur a collection fee of 15% plus GST together with Cruickshank Pryde's administration fee of 10% plus GST of the outstanding debt.If any account is not paid within 30 days, interest will be charged on the outstanding balance at the rate of 1.5% per month from the date payment was due.

19. If your interim account remains outstanding after 60 days, no further work will be undertaken, until appropriate arrangements are made to bring the account back into good standing.

How to Keep Your Costs Down

20. There are many things you can do to help keep your costs down. You can:
    - see us before signing anything;
    - make sure you give us all relevant information, papers and instructions;
    - for litigation files, provide a detailed time line (dates of when things have happened) and copies of all relevant documents;
    - do not leave things to the last minute if you can avoid it (urgency will usually increase your costs);
    - respond promptly to requests for further information or payment of anticipated disbursements or do something to help us (if we have to chase you up, it takes extra time, which you are paying for);
    - indicate a willingness to do things we would otherwise have to undertake personally at your cost; e.g. instructing valuers, liaising with Banks etc. Please check with us first though so we can co-ordinate our respective efforts to produce the best result; and
    - we will also try to keep your costs down by delegating some aspects of the work on your file to appropriate staff with lower charge out rates unless you particularly request that only one person attends to all matters.

Who we can accept instructions from etc

21. Unless you let us know otherwise:
    - if you are a couple, we can accept instructions from either of you;
    - if you are a trust, we can accept instructions from any of your trustees or officers;
    - if you are a partnership, we can accept instructions from any of your partners or officers;
    - if you are a company, we can accept instructions from any of your directors or employees or any other person you have authorised to instruct us; and
    - if you are a body corporate or incorporated society, we can accept instructions from any person holding themselves out as being authorised by the officers to instruct us.

    We can, at our discretion, accept instructions by post, telephone, facsimile, email, or any other means from you.
    We are not obligated to ask about or confirm any payment instructions from you, but we may choose to do so.

Settlement Monies

22. For property and financing transactions where payment of monies is due by you, we require cleared funds for the total amount (including our fees and disbursements) to be deposited with us no later than the morning of the settlement.

Trust Account

23. We maintain a Trust Account for all funds which we receive from clients (except monies received for payment of our invoices).

24. If we hold funds on your behalf we will normally deposit them in an interest-bearing deposit with a bank, where reasonable and practicable to do so. We can only do this if you have provided us with the necessary information to fulfil the FATCA (Foreign Account Tax Compliance Act) and CRS (Common Reporting Standard) requirements. We are not responsible for obtaining the best interest

rate available or for any loss of interest you suffer as a result of delay in placing your funds in an interest-bearing deposit.

25. We charge a 7.5% administration fee on the gross interest earned on funds and held in an interest-bearing deposit unless we agree otherwise.

26. Withholding tax will be deducted on the interest earned and paid to the IRD. If we have your IRD number you can elect to have withholding tax deducted at your applicable rate. If we do not have your IRD number we are required to deduct it at the default rate (which may be higher than your actual rate).

27. Where you transfer funds to our trust account in a foreign currency, we will convert those funds into New Zealand dollars at the prevailing exchange rate offered by our bank. We are not responsible for seeking or obtaining a better exchange rate.

Monitoring Obligations

28. Under the Anti Money Laundering and Countering Finance of Terrorism Act 2009, we are obligated to carry out customer due diligence, monitoring and reporting. As part of that process we may require you to provide certain information and verify or certify this information. We may also be required to ask for evidence of your source of funds and wealth.

29. We cannot commence work on your behalf until we have satisfied our obligations to complete due diligence. This is an ongoing process, and we may also be required to seek additional information from you as we proceed with any work on your behalf to ensure the information we hold remains current.

30. As part of our obligations under the Act, we may be required to report any activity considered suspicious to the New Zealand Police or other Government Agency and we will not advise you of that report.

Termination of Legal Services

31. You may terminate our services upon giving us reasonable written notice.

32. We may terminate the retainer if there is good cause, such as:
    - you not providing us with instructions in a sufficiently timely manner;
    - Inability or failure to pay our fee on an agreed basis; or

except in litigation matters, your adopting against our advice, a course of action which we believe is highly imprudent and may be inconsistent with our fundamental obligations as lawyers.

33. If we terminate the retainer, we will give you reasonable notice so that you can arrange alternative representation and we will give you reasonable assistance to find another lawyer.

34. If our retainer is terminated, you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

Use of Generative AI

35. While providing legal services to you, we may use generative AI tools and technology to assist in legal research, document review, document drafting and other legal tasks. This technology enables us to provide more efficient and cost-effective legal services. We recognise the inherent limitations of generative AI tools. While generative AI can enhance our work, it is not a substitute for our independent expertise and judgment. We will exercise professional independent judgment in using AI-generated content and ensure its accuracy and appropriateness in each specific case.

Privacy of Information

36. We treat all information we hold about you and your personal or business affairs as private and confidential. That information will not be disclosed to any third party unless:
    - we are required to do so by law;
    - it is necessary to do so in order to provide our services to you;
    - you have requested or consented to disclosure; or
    - in accordance with clauses 39 – 41.

37. Notwithstanding the paragraph above, we reserve the right to disclose your name, date of birth, and address to a credit agency to perform a credit reference or to undertake credit management processes.

38. We may use or disclose personal information that you have provided to us, or which we have obtained about you, to our third parties providers, including technology providers who assist us in providing services or who perform functions on our behalf, such as providers that provide generative AI technologies to assist us in legal research, document review, document drafting and other legal tasks.

39. Our technology providers (including generative AI providers) may use your personal information to provide services to us, to administer, maintain, analyse, improve and/or develop their services, to undertake their business processes, to comply with their legal obligations and to conduct research. Unless we state otherwise, our technology providers will not use your personal information to improve AI training models, train, retrain or improve foundation models, improve third party products or services, conduct user profiling, advertising or similar commercial purposes, or to market products and services to you.

40. Our technology providers may rely on and make your personal information available to their third party providers (which may be located in countries other than New Zealand) in the course of delivering their services to us, including for hosting, cloud storage, email communication and web analytics purposes. Our technology providers may share your IP address and other information about your device to Microsoft for security reasons. Our technology providers may also share your personal information with their affiliates, any other entity that they merge with or sell their business or assets to, and other third parties (such as government agencies) if legally required to do so.

Communication

41. We may correspond with you and others by electronic communication, unless you instruct us not to do so. Electronic communications are not secure. They may be read, copied or interfered with in transit or may contain viruses or other defects. We will not be responsible for any loss arising from any such email communication.

Limitation of Liability

42. We do not accept any liability for any loss arising from non-receipt of any communication including E-mail communications.

43. In this clause we limit our liability to you. The maximum aggregate amount that we will have to pay you is $2 million unless otherwise negotiated and agreed with you. This limit applies to the extent permitted by law, whatever you are claiming for and however liability arises or might arise if not for this clause (whether in contract, tort (including negligence), equity or otherwise). We will not have to pay you more than the maximum amount for anything caused by or resulting from anything we do or do not do, or delay in doing, whether or not it is contemplated or authorised by any agreement with you.

44. If you are more than one person (such as a couple or a partnership), this maximum is the maximum combined amount that we will have to pay you together.

45. If you engage us to do work for the purposes of a business, you agree the Consumer Guarantees Act does not apply.

46. We shall not be liable for any loss or liability caused or contributed to by inaccurate or incomplete information supplied by you or third parties (including public records and expert witnesses) or because you did not receive or read a communication we sent you.

Conflicts

47. Conflicts may arise after we take initial instructions from you.

48. If a conflict of interest arises we will advise you of this and tell you how we plan to deal with the conflict. That may mean we stop working for you, the other client or both.

Accounting and Taxation and Investment Advice

49. We do not provide accounting, taxation or financial planning advice. If your matter involves a need for such advice you should consult your accountant or other relevant professional.

50. Where we are providing conveyancing services our services do not include advice in relation to the quality of any investment comprised in the property which is the subject of the conveyance. Should you wish to take advice on the quality of the investment we recommend that advice from a Registered Valuer and builder be obtained.

LIM Reports – Purchasing Property

51. LIMs are issued by local authorities and summarise information held by the relevant council about land and buildings, for example in relation to zoning, building consents, code compliance certificates, natural hazards, drainage, rates and

council notices. These matters can materially affect a property's value, future use and the ability to obtain insurance and/or finance.

52. A LIM can only be relied upon by the person to whom it is addressed and up to the date the LIM was issued. Councils owe no duty of care to a purchaser relying on a LIM ordered by a vendor or agent or in relation to new information obtained after the date the LIM was issued.

53. We strongly recommend that you obtain an up-to-date LIM and ensure it is reviewed carefully.

Storing Records

54. You authorise us to destroy all files and documents about a job seven years after that job has been completed. You also authorise us to destroy paper files or documents earlier if we have an electronic copy of them. We will not destroy any documents we have agreed to hold in safe custody for you (such as Wills).

The Lawyers' Fidelity Fund ("the Fund")

55. The Fund exists to provide compensation of up to $100,000.00 per claimant for clients who suffer a pecuniary loss in certain circumstances. These circumstances are the theft by a lawyer of money or other valuable property entrusted to that lawyer while they are providing legal services to the public or while they are acting as a solicitor-trustee.

56. It should be noted though that the Fund will not pay compensation in respect of monies instructed to be invested unless they are funds invested in a bank in New Zealand, or in some private loans such as family loans.

57. This is only a short summary of the major provisions in the Lawyers and Conveyancers Act 2006 relating to the Fund. If you would like further information, please ask us.

Professional Indemnity Insurance

58. We hold current Professional Indemnity Insurance which exceeds the minimum standards from time to time specified by the New Zealand Law Society.

If You Have a Complaint

59. If you have a complaint about the services you have received from our firm, please contact General Manager, Helen Robinson.

60. If we have been unable resolve a complaint or concern you may refer your complaint to:

Complaints and Standards Officer
Southland Branch of the New Zealand Law Society
Janine.mcmurdo@lawsociety.org.nz Ph: 03 218 8778

The Lawyers Complaints Service
www.lawsociety.org.nz/for-the-community
Email: complaints@lawsociety.org.nz Ph: 0800 261 801

Agreement

61. If we do not hear to the contrary, you will be deemed to have accepted all of the above terms and we will proceed accordingly. These Terms apply to any current or future engagement. We may update our Terms from time to time and we will give you notice by publishing the latest Terms on our website.

62. Please contact us if you have any questions or concerns relating to any matters outlined in this letter. We value our relationship with you and encourage you to talk to us with any queries you may have. We look forward to working with you and shall use our best efforts on your behalf.